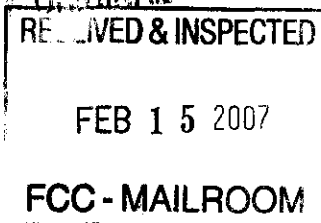


System: 165.135.210.45 sec fax,sec, 4181087 --- Time Printed: 02-16-2007 10:57:23

From: 2153489458  
Media: Fax 11 pages  
Subject:  
Status:  
Received: 03:41 PM 02/15/07

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Administrative Office  
150 South Pine Street, Doylestown, PA 18901  
Phone 215.348.0332 Fax 215.348.4760  
ExecutiveDirector@buckslib.org

Martina Kominiarek, Executive Director

## TELEFACSIMILE TRANSMISSION REPORT

RECEIVED & INSPECTED

FEB 15 2007

FCC - MAILROOM

Please deliver to the person listed as soon as possible. Thank you.

FROM: Javier Lanchang, System Services Director 215.348.0332, ext. 1103 (lanchangi@buckslib.org)

TO: FCC

LOCATION: \_\_\_\_\_

FAX NUMBER: (202) 418-0187

DATE: February 15, 2007 PAGES (including cover): 11

COMMENTS: Attachments: Request for Review Letter to FCC

Internet Provider Contract

USAC letter being appealed

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS PRIVILEGED AND CONFIDENTIAL INFORMATION  
INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF  
THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED  
THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY  
PROHIBITED.

01/26/05 rev.

**Administrative Office**

150 South Pine Street, Doylestown PA, 18901  
**Phone** 215.348.0332 **Fax** 215.348.4760  
 ExecutiveDirector@buckslib.org

**Martina Kominiarek**, Executive Director

District Library Center,  
 Doylestown  
 150 South Pine Street  
 Doylestown 18901  
 215.348.9081

FCC  
 Office of the Secretary  
 445 12<sup>th</sup> Street SW  
 Washington, DC 20554

RECEIVED & INSPECTED

FEB 15 2007

FCC - MAILROOM

Dear FCC,

The Bucks County Free Library is REQUESTING FOR REVIEW:

Please refer to CC Docket No. 96-45 and CC Docket No. 02-6  
 Funding Request Number # 1463385  
 Billed Entity Name: Bucks County Free Library  
 Billed Entity # 126056  
 471 Application # 1463385

Levittown  
 7311 New Falls Road  
 Govt. Service Complex  
 Levittown 19055  
 215.949.2324

The 471 application is for services to connect the Bucks County Free Library sites together. The funding request # 1463385 is a request for internet service at each of our sites, which internally the library is using virtual private networking technology to connect the sites together. Thus, internet service is then being used to connect the libraries together creating a virtual WAN.

Bensalem  
 3700 Hulmeville Road  
 Bensalem 19020  
 215.638.2031

In the 471 application, the category of service was inadvertently marked as a telecommunications service. This was a ministerial error which should not result in a funding denial. In our response to the initial denial, we did state that this should have been selected as an internet service provider and that it was to be used to "connect the libraries together".

James A. Michener,  
 Quakertown  
 401 W. Mill Street  
 Quakertown 18951  
 215.535.3308

Attached is the contract with the internet service provider which directly pertains to this funding request.

Pennwood, Langhorne  
 301 South Pine Street  
 Langhorne 19047  
 215.757.2310

Thank you for your consideration to this matter. I hope this explanation results in funding and clarifies the situation.

Samuel Pierce, Perkasie  
 491 Arthur Avenue  
 Perkasie 18944  
 215.257.9718

Sincerely,

Javier Lanchang  
 System Services Director  
[lanchangi@buckslib.org](mailto:lanchangi@buckslib.org)  
 215.348.0332, x1103  
 Fax: 215.348.9458

Yardley-Lower Makefield  
 1080 Edgewood Road  
 Yardley 19087  
 215.493.8020



Your complete **technology services** provider

9810 Ashton Road • Philadelphia, PA 19114 • Phone: 215 259 2100 • 800 835 5710 • Fax: 215 259 2199 • Web: voicenet.com

February 16, 2006

Bucks County Free Library  
150 South Pine Street  
Doylestown, PA 18901

ATTENTION: KYLE WEIR

**RE: DEDICATED INTERNET SERVICES ORDERS  
SPEEDLINE DSL SERVICES ORDERS**

Dear Mr. Weir:

Thank you for choosing Voicenet for your Internet needs. Enclosed you will find copies of the executed Dedicated Internet Services Orders and Speedline DSL Services Orders for your records.

Sincerely,

  
NANCY BROADBELT  
Voicenet Administration

Enclosure

---



## SPEEDLINE DSL SERVICES ORDER

9810 Ashton Rd. Philadelphia, PA 19114 • Voice 215.259.2100 • FAX 215.259.2199  
(ALL ORDERS SUBJECT TO CREDIT APPROVAL)

Date  
2-8-06

Customer Name Bucks County Free Library		Customer Contact Kyle Weir	
Billing Address 150 South Pine Street		Installation Address 615 Easton Road	
Billing Address		City Riegelsville	State PA
City Doylestown		Zip 18901	Zip 18077
Phone 215-348-1258		Installation Phone Number 610-749-2357	
Fax Number 215-348-4760		Desired Installation Date 1/1/07	
Term Month-to Month		Sales Representative House	
		Sales Tax Exemption: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Sales Tax Exemption Form Required)	

## SERVICES ORDER

Product Speedline	*Speed Up to: 1 5/384K	Business Silver -10 Business Gold -25 Residential	
DESCRIPTION	ONE-TIME CHARGE	MONTHLY RECURRING CHARGE	
SERVICE Complete Office DSL	\$0.00	\$79.95	
EQUIPMENT DSL Equipment	\$149.95	\$0.00	
INSTALLATION Equipment Set-Up Fee	\$0.00	\$0.00	
OPTIONS DSL availability subject to change prior to desired installation date			
<b>**VOICENET TOTAL CHARGES</b>	<b>\$149.95</b>	<b>\$79.95</b>	

EXISTING IP ADDRESS: YES ☒ NO ☐  
 PRIMARY DNS: NEW DOMAIN: YES ☒ NO ☐ DOMAIN: \_\_\_\_\_  
 SECONDARY DNS: NBINETS: YES ☐ NO ☒ VN NO. \_\_\_\_\_

CUSTOMER HEREBY ORDERS FROM VOICENET, pursuant to the terms and conditions set forth on the reverse side hereof, the products and services aforementioned for the locations and terms specified in this order. The terms begin on the first day of the month following installation of services or equipment.

\* Unspecified Rate as described under Service clause on the reverse side hereof.

\*\* Includes only Voicenet charges and not governmental taxes and fees.

ACCEPTED BY VOICENET

NAME and TITLE

Ron Power, VP of Operations

AGREED TO BY:

NAME and TITLE

Martina Kominiarek, Executive Director

DATE

2/8/06

(BOTH SIDES OF FORM MUST BE SIGNED TO PROCESS ORDER)

10905v2 -11/05

## DSL GATEWAY NETWORK TO NETWORK MASIZER AGREEMENT

This Network to Network Master Agreement and Voicenet's Services Agreement (hereinafter collectively "Agreement") establishes the terms and conditions under which Voicenet will provide services to Customer.

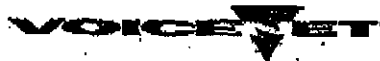
1. **Internet Access:** Voicenet agrees to provide to Customer access to the Internet through Voicenet's backbone. Any and all access to or through other networks via Voicenet including but not limited to DSL providers that may be providing a segment of your circuit must also be in compliance with and are subject to all policies and rules of those networks.
2. **Duties and Restrictions of Customer:** Customer agrees to use Voicenet's services only for lawful purposes. Customer further agrees that all telephone service and connection charges from Customer's location to Voicenet's point of presence are the sole responsibility of Customer. Any quotes or estimates of these charges by Voicenet were for discussion purposes only and must not be relied upon by Customer. It is Customer's sole responsibility to determine the amount of these charges directly from their local exchange carrier. Except as specifically set forth for the Service Order, Customer also acknowledges that Customer is responsible for providing the necessary hardware and software to connect to the services provided by Voicenet. Customer understands that Voicenet is acting solely as an Internet access provider and that Voicenet does not exercise any control whatsoever over the content of any information or data passing through it. In addition, no representations or warranties of any kind whatsoever are made by Voicenet concerning the accuracy, reliability, fitness or legality of the information or data.
3. **Service:** a) Telephone access to technical support for network outages. As part of the technical support, Voicenet will use its best efforts to identify the source of the network outage and will notify the appropriate party; (b) If the outage is due to Voicenet's equipment, same will be remediated at Voicenet's own cost or as quickly as is reasonable under the circumstances; and (c) If it is determined that all systems and equipment furnished by Voicenet are functioning properly, and that the problem arose from some other cause, Voicenet shall recover labor and materials cost for services actually performed at Voicenet's then current rate. Customer understands and agrees, however, that DSL is an unspecified bit rate best-effort service that is highly dependent on your location and the condition of the wire circuit between your location and the telephone central office. As such, there cannot be quality of service or throughput guarantees.
4. **Access:** Customer agrees to provide Voicenet with 24 hours per day remote access to Customer's router including specifically, but not limited to, SNMP. Customer further agrees to provide Voicenet with access to its physical facilities and telephone demarcation location as reasonably required by Voicenet.
5. **Assignment:** Customer shall neither assign its rights under this Agreement to any third party nor resell or permit any third party access to or use of the services being provided by Voicenet hereunder.
6. **Term:** This Agreement shall have a term of 1 month(s) from the date of the accepted Service Order. Thereafter, this Agreement shall automatically renew on a month-to-month basis until either party informs the other party, in accord with paragraph 17, of a desire to terminate at least 45 days prior to the end of the then current term.
7. **Cancellation:** If the customer cancels the contract before installation occurs, Voicenet will charge the customer a \$49.00 cancellation fee. In addition, Voicenet will pass on to the customer all third-party fees incurred by Voicenet due to the customer cancellation of the contract. Additional cancellation fees could include, but are not limited to, the local exchange carrier cancellation fee and or disconnection fees, plus any lost promotional, marketing or sales incentive monies. If for any reason the DSL circuit provider cancels or materially alters the terms under which its circuit is being provided to you and/or Voicenet then, if that event Voicenet reserves the right to cancel this Agreement without any further obligation by you or Voicenet to the other. Failure to give the 45 days notice of termination set forth in paragraph 6 will result in Customer being charged for an additional term of service. Notice of cancellation by Customer must be in accordance with the requirements of paragraph 17.
8. **Rates:** Customer agrees to pay Voicenet the rates set from time to time by Voicenet. For contracts with a fixed term of 12 months or longer, these rates shall remain constant during the entire term. If the contract is for a term shorter than 12 months then in that event, Voicenet reserves the right to change its rates at any time, upon thirty (30) days written notice to Customer. During this thirty (30) day period, Customer may cancel its subscription by giving written notice of cancellation to Voicenet. The absence of such written notification shall be deemed to be Customer's agreement to the new rate.
9. **Payment:** Installation charges and one month's fee are required to be paid at the time of execution of the Service Order. The installation charge and first month's fee are non-refundable. Customers paying by credit card specifically authorize Voicenet to automatically charge their credit card account each month for the amount due Voicenet. All bills are due when received. There will be a thirty (30) day period before the imposition of late charges. A late charge of 1-1/2% per month will automatically be added to Customer's bill if payment is received more than thirty (30) days after due. In addition to the late charge, Voicenet shall be permitted to interrupt the service to Customer if the fee is not received within forty-five (45) days of the due date. If service is interrupted due to nonpayment and if Voicenet in its sole discretion elects to restore service then, in that event, a restoration charge in addition to payment of all outstanding fees and charges will be required.
10. **Taxes and Government Fees:** All governmental taxes and fees imposed on the services or products provided shall be the responsibility of Customer. Said taxes and fees are in addition to the charges set forth and, at the option of Voicenet, may either be collected by Voicenet or paid directly by Customer to the appropriate authority.
11. **Termination:** Voicenet shall be permitted to terminate this Agreement upon breach of any of its terms or conditions by Customer. The termination shall be effective upon receipt by Customer of notification of termination.
12. **Limitation of Liability:** a) IN NO EVENT SHALL VOICENET, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS ( "VOICENET GROUP") BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, ECONOMIC DAMAGES, LOST PROFITS OR ANY OTHER DAMAGES INCLUDING PERSONAL INJURY OR DEATH, ARISING OUT OF, OR IN ANY WAY RELATED TO THIS AGREEMENT OR IN ANY WAY RELATED TO THE FAILURE OF VOICENET TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. CUSTOMER AGREES AND UNDERSTANDS THAT VOICENET GROUP HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES WITH REGARD TO SERVICE INTERRUPTION, NETWORK SECURITY, OR INFORMATION ON THE INTERNET. SHOULD ANY FAILURE OF PERFORMANCE BY VOICENET CONTINUE FOR TEN (10) OR MORE DAYS, CUSTOMER SHALL BE PERMITTED TO TERMINATE THIS AGREEMENT, UPON WHICH THIS AGREEMENT SHALL BE NULL AND VOID AND THE PARTIES SHALL HAVE NO FURTHER RESPONSIBILITY TO EACH OTHER; AND (b) VOICENET GROUP SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES SUFFERED BY CUSTOMER IN ANY WAY RELATED TO THIS AGREEMENT. BY WAY OF EXAMPLE THIS INCLUDES, BUT IS NOT LIMITED TO, NETWORK SECURITY, LOSS OF DATA AND E-MAIL, RESULTING FROM DELAYS, NONDELIVERIES, WRONG DELIVERIES AND ANY AND ALL SERVICE INTERRUPTIONS CAUSED BY VOICENET, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS EVEN IF DUE TO THEIR OWN NEGLIGENCE OR DUE TO ANY ACT OR OMISSION OF THE CUSTOMER OR ANY THIRD PARTY.
13. **Indemnification and Hold Harmless:** Customer agrees to indemnify and hold harmless the Voicenet Group (hereinafter "VG") from any and all claims that may arise as a result of Customer's use of the service provided by Voicenet. VG shall not be liable under any theory for protection from any unauthorized access of Customer's property, even if resulting from the VG's negligence. This indemnification and hold harmless section shall include all reasonable attorneys' fees, costs and expenses incurred by VG.
14. **Disclaimer of Representations and Warranties:** Voicenet disclaims any and all representations, warranties, express or implied, including by way of example that is not exclusive, those concerning: availability, accuracy or content of information, products or services; third party software; and merchantability or fitness for a particular purpose.
15. **Governing Law:** All disputes, controversies, claims or differences between the parties arising out of or in any way related to this Agreement, including its execution shall be governed by the laws of the Commonwealth of Pennsylvania without regard to any conflict of law provisions.
16. **Jurisdiction and Venue:** Jurisdiction and venue of all disputes shall be exclusively in the Court of Common Pleas for Philadelphia County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania. By executing this Agreement, Customer expressly and irrevocably consents to this venue and jurisdiction.
17. **Notice:** For purposes of this Agreement, notice shall be conclusively deemed to have been received by Customer as follows: (1) upon hand delivery; (2) within thirty minutes after same is filed or sent by e-mail Monday through Friday 9:00 a.m. through 5:00 p.m.; and (3) 48 hours after same is placed in the U.S. Mail. All notices of non-renewal or cancellation by Customer must be in writing sent by certified mail to: Voicenet 9810 Ashton Road, Philadelphia, PA 19114.
18. **Authority:** Each person executing this Agreement on behalf of Customer represents and warrants that he or she has been fully empowered to do so and that all necessary corporate actions (if any) required for the execution of agreements have been taken.
19. **Entire Agreement:** This Agreement, any applicable Service Order and Voicenet's Access Service Agreement found at [www.voicenet.com/access.html](http://www.voicenet.com/access.html), sets forth the entire understanding between the parties. Except for the Access Service Agreement which Customer acknowledges may be amended from time to time, the Agreement shall not be amended or modified except in writing and such writing must be executed by both parties. This Agreement supersedes any and all prior agreements whether oral or in writing.

CUSTOMER HEREBY ORDERS FROM VOICENET, pursuant to the terms and conditions hereof, the products and services aforementioned for the location and terms specified in this order. The term begins on the first day of the month following installation of service or equipment.

ACCEPTED BY VOICENET:	DATE:
<i>[Signature]</i> 2/15/06	15 Feb 06
NAME and TITLE:	NAME and TITLE:
Ron Power, VP of Operations	Martina Kominiarek, Executive Director

BOTH SIDES OF FORM MUST BE SIGNED TO PROCESS ORDER

101773-1/106



## SPEEDLINE DSL SERVICES ORDER

9810 Ashton Rd. Philadelphia, PA 19114 • Voice 215.259.2100 • FAX 215.259.2199 (ALL ORDERS SUBJECT TO CREDIT APPROVAL)		Date 2-6-06
Customer Name Bucks County Free Library		Customer Contact Kyle Weir
Billing Address 150 South Pine Street		Installation Address 300 North Pennsylvania Avenue
Billing Address		City Morrisville
		State PA
		Zip 19067
City Doylestown	State PA	Zip 18901
Phone 215-348-1256		Installation Phone Number 215-295-4850
Fax Number 215-348-4760		Desired Installation Date 1/1/07
Term Month-to-Month		Sales Representative House
		Sales Tax Exemption: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Sales Tax Exemption Form Required)

<b>SERVICES ORDER</b>		
Product Speedline	*Speed Up to: 1.5/384K	Business Silver -10 Business Gold -25 Residential
<b>DESCRIPTION</b>	<b>ONE-TIME CHARGE</b>	<b>MONTHLY RECURRING CHARGE</b>
<b>SERVICE</b> Complete Office DSL	\$0.00	\$79.95
<b>EQUIPMENT</b> DSL Equipment	\$149.95	\$0.00
<b>INSTALLATION</b> Equipment Set-Up Fee	\$0.00	\$0.00
<b>OPTIONS</b> DSL availability subject to change prior to desired installation date		
<b>**VOICENET TOTAL CHARGES</b>	<b>\$149.95</b>	<b>\$79.95</b>

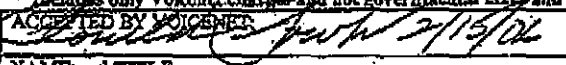
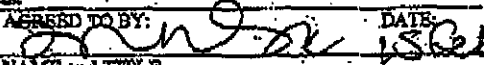
  

EXISTING IP ADDRESS:	YES	<input checked="" type="checkbox"/> NO
PRIMARY DNS:	NEW DOMAIN:	YES <input checked="" type="checkbox"/> NO
SECONDARY DNS:	NETNEWS:	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> VN NO.

CUSTOMER HEREBY ORDERS FROM VOICENET, pursuant to the terms and conditions set forth on the reverse side hereof, the products and services aforementioned for the locations and terms specified in this order. The terms begin on the first day of the month following installation of services or equipment.

\* Unspecified Bite Rate as described under Service clause on the reverse side hereof.

\*\* Includes only Voicenet charges and not governmental taxes and fees.

ACCEPTED BY VOICENET: 	DATE: 2/15/06
NAME and TITLE Ron Power, VP of Operations	AGREED TO BY: 
	DATE: 2/6/06
	NAME and TITLE Martina Kominiarek, Executive Director

(BOTH SIDES OF FORM MUST BE SIGNED TO PROCESS ORDER)

10905v2-11/05

## DSL GATEWAY NETWORK TO NETWORK MASTER AGREEMENT

This Network to Network Master Agreement and Voicenet's Services Agreement (hereinafter collectively "Agreement") establishes the terms and conditions under which Voicenet will provide services to Customer.

1. **Internet Access:** Voicenet agrees to provide to Customer access to the Internet through Voicenet's backbone. Any and all access to or through other networks via Voicenet, including but not limited to DSL, providers that may be providing a segment of your circuit must also be in compliance with and are subject to all policies and rules of those networks.
2. **Fees and Restrictions of Customer:** Customer agrees to use Voicenet's services only for lawful purposes. Customer further agrees that all telephone service and connection charges from Customer's location to Voicenet's point of presence are the sole responsibility of Customer. Any quotes or estimates of these charges by Voicenet were for discussion purposes only and must not be relied upon by Customer. It is Customer's sole responsibility to determine the amount of these charges directly from their local exchange carrier. Except as specifically set forth for the Service Order, Customer also acknowledges that Customer is responsible for providing the necessary hardware and software to connect to the services provided by Voicenet. Customer understands that Voicenet is acting solely as an Internet access provider and that Voicenet does not exercise any control whatsoever over the content of any information or data passing through it. In addition, no representations or warranties of any kind whatsoever are made by Voicenet concerning the accuracy, reliability, fitness or legality of the information or data.
3. **Service:** a) Telephone access to technical support for network outages. As part of the technical support, Voicenet will use its best efforts to identify the source of the network outage and will notify the appropriate party; (b) If the outage is due to Voicenet's equipment, same will be remedied at Voicenet's own cost as quickly as is reasonable under the circumstances; and (c) If it is determined that all systems and equipment furnished by Voicenet are functioning properly, and that the problem arose from some other cause, Voicenet shall recover labor and materials cost for services actually performed at Voicenet's then current rate. Customer understands and agrees, however, that DSL is an unspecified bit rate best effort service that is highly dependent on your location and the condition of the wire circuit between your location and the telephone central office. As such, there cannot be a quality of service or throughput guarantee.
4. **Access:** Customer agrees to provide Voicenet with 24 hours per day remote access to Customer's router including specifically, but not limited to, SNMP. Customer further agrees to provide Voicenet with access to its physical facilities and telephone demonstration location as reasonably required by Voicenet.
5. **Assignment:** Customer shall neither assign its rights under this Agreement to any third party nor resell or permit any third party access to or use of the services being provided by Voicenet hereunder.
6. **Term:** This Agreement shall have a term of 1 month(s) from the date of the accepted Service Order. Thereafter, this Agreement shall automatically renew on a month-to-month basis until either party informs the other party, in accord with paragraph 17, of a desire to terminate at least 45 days prior to the end of the then current term.
7. **Cancellation:** If the customer cancels the contract before installation occurs, Voicenet will charge the customer a \$40.00 cancellation fee. In addition, Voicenet will pass on to the customer all third-party fees incurred by Voicenet due to the customer cancellation of the contract. Additional cancellation fees could include, but are not limited to, the local exchange carrier cancellation fees and/or disconnection fees, plus any lost promotional, marketing or sales incentive monies. If for any reason the DSL circuit provider cancels or materially alters the terms under which its circuit is being provided to you and/or Voicenet then, in that event Voicenet reserves the right to cancel this Agreement without any further obligation by you or Voicenet to the other. Failure to give the 45 days notice of termination set forth in paragraph 6 will result in Customer being charged for an additional term of service. Notice of cancellation by Customer must be in accordance with the requirements of paragraph 17.
8. **Rates:** Customer agrees to pay Voicenet the rates set from time to time by Voicenet. For contracts with a fixed term of 12 months or longer, these rates shall remain constant during the entire term. If the contract is for a term shorter than 12 months then, in that event, Voicenet reserves the right to change its rates at any time, upon thirty (30) days written notice to Customer. During this thirty (30) day period, Customer may cancel its subscription by giving written notice of cancellation to Voicenet. The absence of such written notification shall be deemed to be Customer's agreement to the new rate.
9. **Payment:** Installation charges and one month's fee are required to be paid at the time of execution of the Service Order. The installation charge and first month's fee are nonrefundable. Customers paying by credit card specifically authorize Voicenet to automatically charge their credit card account each month for the amount due Voicenet. All bills are due when received. There will be a thirty (30) day period before the imposition of late charges. A late charge of 1-1/2% per month will automatically be added to Customer's bill if payment is received more than thirty (30) days after due. In addition to the late charge, Voicenet shall be permitted to interrupt the service to Customer if the fee is not received within forty-five (45) days of the due date. If service is interrupted due to nonpayment and if Voicenet in its sole discretion elects to restore service then, in that event, a restoration charge in addition to payment of all outstanding fees and charges will be required.
10. **Taxes and Government Fees:** All governmental taxes and fees imposed on the services or products provided shall be the responsibility of Customer. Said taxes and fees are in addition to the charges set forth and, at the option of Voicenet, may either be collected by Voicenet or paid directly by Customer to the appropriate authority.
11. **Termination:** Voicenet shall be permitted to terminate this Agreement upon breach of any of its terms or conditions by Customer. The termination shall be effective upon receipt by Customer of notification of termination.
12. **Limitation of Liability:** a) IN NO EVENT SHALL VOICENET, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS (VOICENET GROUP) BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, ECONOMIC DAMAGES, LOST PROFITS OR ANY OTHER DAMAGES, INCLUDING PERSONAL INJURY OR DEATH, ARISING OUT OF, OR IN ANY WAY RELATED TO THIS AGREEMENT OR IN ANY WAY RELATED TO THE FAILURE OF VOICENET TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. CUSTOMER AGREES AND UNDERSTANDS THAT VOICENET GROUP HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES WITH REGARD TO SERVICE INTERRUPTION, NETWORK SECURITY, OR INFORMATION ON THE INTERNET. SHOULD ANY FAILURE OF PERFORMANCE BY VOICENET CONTINUE FOR TEN (10) OR MORE DAYS, CUSTOMER SHALL BE PERMITTED TO TERMINATE THIS AGREEMENT UPON WHICH THIS AGREEMENT SHALL BE NULL AND VOID AND THE PARTIES SHALL HAVE NO FURTHER RESPONSIBILITY TO EACH OTHER; and (b) VOICENET GROUP SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES SUFFERED BY CUSTOMER IN ANY WAY RELATED TO THIS AGREEMENT. BY WAY OF EXAMPLE THIS INCLUDES, BUT IS NOT LIMITED TO NETWORK SECURITY, LOSS OF DATA AND E-MAIL, RESULTING FROM DELAYS, NONDELIVERIES, WRONG DELIVERIES AND ANY AND ALL SERVICE INTERRUPTIONS CAUSED BY VOICENET, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS EVEN IF DUE TO THEIR OWN NEGLIGENCE OR DUE TO ANY ACT OR OMISSION OF THE CUSTOMER OR ANY THIRD PARTY.
13. **Indemnification and Hold Harmless:** Customer agrees to indemnify and hold harmless the Voicenet Group (hereinafter "VG") from any and all claims that may arise as a result of Customer's use of this service provided by Voicenet. VG shall not be liable under any theory for protection from any unauthorized access of Customer's property, even if resulting from the VG's negligence. This indemnification and hold harmless section shall include all reasonable attorneys' fees, costs and expenses incurred by VG.
14. **Disclaimer of Representations and Warranties:** Voicenet disclaims any and all representations, warranties, express or implied, including by way of example that is not exclusive, those concerning availability, accuracy or content of information, products or services; third party software; and merchantability or fitness for a particular purpose.
15. **Governing Law:** All disputes, controversies, claims or differences between the parties arising out of or in any way related to this Agreement including its execution shall be governed by the laws of the Commonwealth of Pennsylvania without regard to any conflict of law provisions.
16. **Jurisdiction and Venue:** Jurisdiction and venue of all disputes shall be exclusively in the Court of Common Pleas for Philadelphia County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania. By executing this Agreement, Customer expressly and irrevocably consents to this venue and jurisdiction.
17. **Notice:** For purposes of this Agreement, notice shall be conclusively deemed to have been received by Customer as follows: (1) upon hand delivery; (2) within thirty minutes after same is faxed or sent by e-mail Monday through Friday 9:00 a.m. through 5:00 p.m.; and (3) 48 hours after same is placed in the U.S. Mail. All notices of non-renewal or cancellation by Customer must be in writing sent by certified mail to: Voicenet 9810 Ashton Road, Philadelphia, PA 19114.
18. **Authority:** Each person executing this Agreement on behalf of Customer represents and warrants that he or she has been fully empowered to do so and that all necessary corporate actions (if any) required for the execution of agreements have been taken.
19. **Entire Agreement:** This Agreement, any applicable Service Order and Voicenet's Access Service Agreement found at [www.voicenet.com/access.html](http://www.voicenet.com/access.html), sets forth the entire understanding between the parties. Except for the Access Service Agreement which Customer acknowledges may be amended from time to time, the Agreement shall not be amended or modified except in writing and such writing must be executed by both parties. This Agreement supersedes any and all prior agreements whether oral or in writing.

CUSTOMER HEREBY ORDERS FROM VOICENET, pursuant to the terms and conditions hereof, the products and services aforementioned for the location and terms specified in this order. The terms begin on the first day of the month following installation of services or equipment.

ACCEPTED BY VOICENET:	DATE
<i>[Signature]</i> 2/15/06	15 Feb 06
NAME and TITLE	NAME and TITLE
Ron Power, VP of Operations	Martina Kominiarek, Executive Director

(BOTH SIDES OF FORM MUST BE SIGNED TO PROCESS ORDER)

101775-1105





# DEDICATED INTERNET SERVICES ORDER BUNDLED

9810 Ashton Rd., Philadelphia, PA 19114 • Voice 215.259.2100 • Fax 215.259.2199  
(ALL ORDERS SUBJECT TO CREDIT APPROVAL)

Date  
2/8/06

Customer Name Bucks County Free Library		Customer Contact Kyle Weir	
Billing Address 150 South Pine Street		Installation Address Same	
Billing Address		City Same	State Zip
City Doylestown	State PA	Zip 18901	
Phone 215.348.1256		Desired Installation Date January 1, 2007	
Fax Number 215.348.4760		Sales Representative House	
Term 5 1/2 Years		Sales Tax Exemption: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Sales Tax Exemption Form Required)	

LOCAL ACCESS (Paid by customer directly to provider) Point-to-point Frame Relay ISDN DSL

Provider	Speed	Estimated Installation charge	Estimated Monthly Recurring Charges
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VOICENET CHARGES	INSTALLATION	MONTHLY RECURRING CHARGE
Fiber connectivity for Doylestown,		\$8,510.00
Bensalem, Levittown & Yardley		
TOTAL VOICENET CHARGES	\$0.00	\$8,510.00

EQUIPMENT	COST
TOTAL EQUIPMENT	\$0.00

EXISTING IP ADDRESS: NO YES:

Primary DNS NEW DOMAIN: NO YES - DOMAIN:

Secondary DNS NEINews: YES NO VN NUMBER:

CUSTOMER HEREBY ORDERS FROM VOICENET, pursuant to the terms and conditions hereof, the products and services aforementioned for the locations and terms specified in this order. The terms begin on the first day of the month following installation of services or equipment.

ACCEPTED BY VOICENET:

AGREED TO BY:

DATE:

NAME and TITLE  
Carmen A. DiCamillo, President

NAME and TITLE  
Martina Kominiarek, Executive Director

(BOTH SIDES OF FORM MUST BE SIGNED TO PROCESS ORDER)

10976-2 - 11/05

**DEDICATED NETWORK TO NETWORK MASTER AGREEMENT**

This Network to Network Master Agreement (hereinafter "Agreement") establishes the terms and conditions under which Voicenet will provide services to Customer.

- 1 **Internet Access:** Voicenet agrees to provide to Customer access to the Internet through Voicenet's backbone. Any and all access to other networks via Voicenet must also be in compliance with all policies and rules of those networks.
- 2 **Policies and Restrictions of Customer:** Customer agrees to use Voicenet's services only for lawful purposes. Customer further agrees that all telephone service and connection charges from Customer's location to Voicenet's point of presence are the sole responsibility of Customer. Any quotes or estimates of these charges by Voicenet were for discussion purposes only and must not be relied upon by Customer. It is Customer's sole responsibility to determine the amount of these charges directly from their local exchange carrier. Except as specifically set forth for the Service Order, Customer also acknowledges that Customer is responsible for providing the necessary hardware and software to connect to the services provided by Voicenet. Customer understands that Voicenet is acting solely as an Internet access provider and that Voicenet does not exercise any control whatsoever over the content of any information or data passing through it. In addition, no representations or warranties of any kind whatsoever are made by Voicenet concerning the accuracy, reliability, fitness or legality of the information or data.
- 3 **Service:** a) Voicenet will provide 24 hours per day telephone access to technical support for network outages. As part of the technical support, Voicenet will use its best efforts to identify the source of the network outage and will notify the appropriate party; (b) At Customer's request, Voicenet will respond on-site to Customer's report of network outage. If it is determined that all systems and equipment furnished by Voicenet are functioning properly, and that the problem arose from some other cause, Voicenet shall redress labor and materials cost for services actually performed at Voicenet's then current rate; and c) If the outage is due to Voicenet's equipment, same will be remedied at Voicenet's own cost as quickly as is reasonable under the circumstances.
- 4 **Access:** Customer agrees to provide Voicenet with 24 hours per day remote access to Customer's router including specifically, but not limited to, SNMP. Customer further agrees to provide Voicenet with access to its physical facilities and telephone demarcation location as reasonably required by Voicenet in order to provide the services hereunder.
- 5 **Assignment:** Customer shall neither assign its rights under this Agreement to any third party nor sell or permit any third party access to or use of the services being provided by Voicenet hereunder.
- 6 **Term:** This Agreement shall have a term of 5 1/2 years from the date of the accepted Service Order. This Agreement shall automatically renew for additional terms of equal duration unless either party informs the other party of a desire to terminate at least thirty (30) days prior to the end of the then current term.
- 7 **Rates:** Customer agrees to pay Voicenet the rates set from time to time by Voicenet. For contracts with a fixed term of 12 months or longer, these rates shall remain constant during the entire term. If the contract is for a term shorter than 12 months then, in that event, Voicenet reserves the right to change its rates at any time, upon thirty (30) days written notice to Customer. During this thirty (30) day period, Customer may cancel its subscription by giving written notice of cancellation to Voicenet. The absence of such written notification shall be deemed to be Customer's agreement to the new rates.
- 8 **Payment:** Installation charges and one month's fee are required to be paid at the time of execution of the Service Order. The installation charge and first month's fee are nonrefundable. Customers paying by credit card specifically authorize Voicenet to automatically charge their credit card account each month for the amount due Voicenet. All bills are due when received. There will be a thirty (30) day period before the imposition of late charges. A late charge of 1-1/2% per month will automatically be added to Customer's bill if payment is received more than thirty (30) days after due. In addition to the late charge, Voicenet shall be permitted to interrupt the service to Customer if the fee is not received within forty-five (45) days of the due date. If service is interrupted due to nonpayment and if Voicenet in its sole discretion elects to restore service then, in that event, a restoration charge in addition to payment of all outstanding fees and charges will be required.
- 9 **Taxes and Government Fees:** All applicable taxes and fees imposed by any governmental agency on the services or products provided shall be the responsibility of Customer. Said taxes and fees are in addition to the charges set forth and at the option of Voicenet, may either be collected by Voicenet or paid directly by Customer to the appropriate authority.
- 10 **Termination:** Voicenet shall be permitted to terminate this Agreement upon breach of any of its terms or conditions by Customer. The termination shall be effective upon receipt by Customer of notification of termination.
- 11 **Limitation of Liability:** a) IN NO EVENT SHALL VOICENET, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS ("VOICENET GROUP") BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, ECONOMIC DAMAGES, LOST PROFITS OR ANY OTHER DAMAGES, INCLUDING PERSONAL INJURY OR DEATH, ARISING OUT OF, OR IN ANY WAY RELATED TO THIS AGREEMENT OR IN ANY WAY RELATED TO THE FAILURE OF VOICENET TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. CUSTOMER AGREES AND UNDERSTANDS THAT VOICENET GROUP HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES WITH REGARD TO SERVICE INTERRUPTION, NETWORK SECURITY, OR INFORMATION ON THE INTERNET. SHOULD ANY FAILURE OF PERFORMANCE BY VOICENET CONTINUE FOR TEN (10) OR MORE DAYS, CUSTOMER SHALL BE PERMITTED TO TERMINATE THIS AGREEMENT, UPON WHICH THIS AGREEMENT SHALL BE NULL AND VOID AND THE PARTIES SHALL HAVE NO FURTHER RESPONSIBILITY TO EACH OTHER; AND (b) VOICENET GROUP SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES SUFFERED BY CUSTOMER IN ANY WAY RELATED TO THIS AGREEMENT BY WAY OF EXAMPLE THIS INCLUDES, BUT IS NOT LIMITED TO, NETWORK SECURITY, LOSS OF DATA AND E-MAIL, RESULTING FROM DELAYS, NONDELIVERIES, WRONG DELIVERIES AND ANY AND ALL SERVICE INTERRUPTIONS CAUSED BY VOICENET, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, EVEN IF DUE TO THEIR OWN NEGLIGENCE OR DUE TO ANY ACT OR OMISSION OF THE CUSTOMER OR ANY THIRD PARTY.
- 12 **Indemnification and Hold Harmless:** Customer agrees to indemnify and hold harmless the Voicenet Group from any and all claims that may arise as a result of Customer's use of this service provided by Voicenet. Voicenet Group shall not be liable under any theory for protection from any unauthorized access of Customer's property, even if resulting from the Voicenet Group's negligence. This indemnification and hold harmless section shall include all reasonable attorneys' fees, costs and expenses incurred by Voicenet.
- 13 **Disclaimer of Representations and Warranties:** Voicenet disclaims any and all representations, warranties, express or implied, including by way of example that is not exclusive, those concerning: (a) availability accuracy or content of information products or services; (b) third party software; and (c) merchantability or fitness for a particular purpose.
- 14 **Governing Law:** All disputes, controversies, claims or differences between the parties arising out of or in any way related to this Agreement, including its execution shall be governed by the laws of the Commonwealth of Pennsylvania without regard to any conflict of law provisions.
- 15 **Jurisdiction and Venue:** Jurisdiction and venue of all disputes shall be in the Court of Common Pleas of Philadelphia County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania.
- 16 **Notice:** For purposes of this Agreement, notice shall be conclusively deemed to have been received by Customer as follows: (1) upon hand delivery; (2) within thirty minutes after same is faxed or sent by e-mail Monday through Friday 9:00 a.m. through 5:00 p.m.; and (3) 48 hours after same is placed in the U.S. Mail.
- 17 **Authority:** Each person executing this Agreement on behalf of Customer represents and warrants that he or she has been fully empowered to do so and that all necessary corporate actions (if any) required for the execution of agreements have been taken.
- 18 **Entire Agreement:** This Agreement, any applicable Service Order and Voicenet's Access Service Agreement found at [www.voicenet.com/access.html](http://www.voicenet.com/access.html) sets forth the entire understanding between the parties. It shall not be amended or modified except in writing, and such writing must be executed by both parties. This Agreement supersedes any and all prior agreements between the parties whether oral or in writing.

ACCEPTED BY VOICENET:

NAME and TITLE  
Carmen A. DiCamillo, President

AGREED TO BY:

NAME and TITLE  
Martina Kominiarek, Executive Director

DATE:

15 Feb 07

BOTH SIDES OF FORM MUST BE SIGNED TO PROCESS ORDER

REV 10/1/97 10602-v.0



**Universal Service Administrative Company**  
Schools & Libraries Division

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**Administrator's Decision on Appeal – Funding Year 2006-2007**

December 18, 2006

Joseph Kyle Weir  
Bucks County Free Library  
150 South Pine Street  
Doylestown, PA 18901-4932

Re: Applicant Name: **BUCKS COUNTY FREE LIBRARY**  
Billed Entity Number: 126056  
Form 471 Application Number: 530303  
Funding Request Number(s): 1463385  
Your Correspondence Received: October 16, 2006

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of USAC's Funding Year 2006 Funding Commitment Decision Letter for the Application Number indicated above. This letter explains the basis of USAC's decision. The date of this letter begins the 60 day time period for appealing this decision to the Federal Communications Commission (FCC). If your Letter of Appeal included more than one Application Number, please note that you will receive a separate letter for each application.

Funding Request Number(s): 1463385  
Decision on Appeal: **Denied**  
Explanation:

- Upon review of your appeal letter and all supporting documentation, USAC has determined that during the original review of this application, you informed us that the service requested was for flat rate POTS lines and 911 service. As the telecom provider you chose for this service was not eligible, the request was denied. At the time of this appeal review, the service provider is still not a telecomm provider.
- An Eligible Telecommunications Provider (ETP), a USAC term used for "telecommunications carrier," is an entity that provides telecommunications services, i.e., transmission services on a common carriage" basis. To be a telecommunications carrier, the carrier must (1) allow the customer to transmit information of its own design and choosing, without change in the form or content

of the information, and (2) provide that capability for a fee directly to the public, or to such classes of users as to be effectively available to the public (i.e., hold itself out to serve indifferently all potential users). USAC makes commitments for telecommunications services for applicants when the service provider is identified in USAC's database as an ETP; but, notwithstanding that identification, it is the service provider that is responsible for ensuring it meets these requirements in all instances of discounted telecommunications services. All telecommunications carriers are required under to file an FCC Form 499A. By filing a Form 499A and checking at least one of the boxes on line 227, USAC may designate a service provider as an eligible telecommunication provider in its database. Since your appeal has not brought forth persuasive information that USAC has erred in its determination, your appeal is denied.

- Your Form 471 indicates that you selected a service provider that has not been designated as an eligible telecommunication carrier in the USAC database: Voicenet. FCC regulations provide that telecommunications carriers are eligible for universal service support. 47 C.F.R. sec. 54.501(a). The FCC has determined that to be eligible to receive universal service support for telecommunications services, the provider must provide telecommunications services on a common carrier basis. See Federal-State Joint Board on Universal Service, CC Docket No. 96-45, Report and Order, 12 FCC Rcd 8776, 8850-8851, FCC 97-157 para. 134 (rel. May 8, 1997)

If your appeal has been approved, but funding has been reduced or denied, you may appeal these decisions to either USAC or the FCC. For appeals that have been denied in full, partially approved, dismissed, or canceled, you may file an appeal with the FCC. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received or postmarked within 60 days of the date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

We thank you for your continued support, patience and cooperation during the appeal process.

Schools and Libraries Division  
Universal Service Administrative Company